

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Education Loan Servicing Corporation		08/07/2009	CORPORATION: DELAWARE
Student Loan Xpress, Inc.		08/07/2009	CORPORATION: DELAWARE
The CIT Group/Commercial Services, Inc.		08/07/2009	CORPORATION: NEW YORK
The CIT Group/Consumer Finance, Inc.		08/07/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3231900	EDUCATION LOAN SERVICING	
Registration Number:	2761035	EDUCATION LENDING GROUP, INC.	
Registration Number:	3128226	EDUCATION LENDING GROUP	
Registration Number:	3096726	3 FOR FREE	
Registration Number:	3235841	BAR XPRESS	
Registration Number:	2796782	CAP	
Registration Number:	2809824	CAP CONSOLIDATION ASSISTANCE PROGRAM	
Registration Number:	3146674	CAREER XPRESS	
Registration Number:	2759694	CHOOSE YOUR PARTNER	
Registration Number:	3294959	COMMUNITY COLLEGE XPRESS	

CH \$815.00 3231900

900140633

TRADEMARK
REEL: 004040 FRAME: 0904

Registration Number:	2883361	EDUCATION FINANCE CENTER
Registration Number:	3516463	FINANCIALAID.COM
Registration Number:	2707580	GRAD PARTNERS
Registration Number:	3175087	GRAD XPRESS
Registration Number:	3146673	HEALTH XPRESS
Registration Number:	3175086	LEGAL XPRESS
Registration Number:	3443645	LOWER PAYMENTS FOR HIGHER EDUCATION
Registration Number:	3169685	RESIDENCY XPRESS
Registration Number:	3091413	RIGHTRATE LOAN
Registration Number:	2706465	SECOND LOOK
Registration Number:	2946967	STUDENT LOAN XPERTS
Registration Number:	3176379	STUDENT LOAN XPRESS
Registration Number:	2667420	STUDENT LOAN XPRESS
Registration Number:	2905040	STUDENT LOAN XPRESS
Registration Number:	3357137	STUDENT LOAN XPRESS
Registration Number:	2692905	STUDENT LOAN XPRESS
Registration Number:	3013998	STUDENT LOAN XPRESSWAY
Registration Number:	3175088	UNDERGRAD XPRESS
Registration Number:	3037691	XPECT MORE
Registration Number:	2927883	XTREME REWARDS
Registration Number:	2917675	E-TAD ONLINE
Registration Number:	3110699	LENDING SOLUTIONS FOR BROKERS

CORRESPONDENCE DATA

Fax Number: (212)492-0603
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2123733603
 Email: lsilber@paulweiss.com, hranucci@paulweiss.com
 Correspondent Name: Lindsay N. Silber
 Address Line 1: 1285 Avenue of the Americas
 Address Line 2: c/o Paul, Weiss, LLP
 Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19167-001
NAME OF SUBMITTER:	Lindsay N. Silber
Signature:	/lindsaynsilber/

Date:

08/10/2009

Total Attachments: 6

source=CIT TM Sec Agmt#page1.tif

source=CIT TM Sec Agmt#page2.tif

source=CIT TM Sec Agmt#page3.tif

source=CIT TM Sec Agmt#page4.tif

source=CIT TM Sec Agmt#page5.tif

source=CIT TM Sec Agmt#page6.tif

TRADEMARK

REEL: 004040 FRAME: 0906

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL AGREEMENT (this "Trademark Security Agreement"), dated as of August 7, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Barclays Bank PLC ("Barclays"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Collateral Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit and Guaranty Agreement, dated as of July 29, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CIT Group Inc., as borrower, the Subsidiary Borrowers from time to time party thereto, the Guarantors from time to time party thereto, the Lenders from time to time party thereto and Barclays, as administrative agent and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to the Amended and Restated Collateral Agreement, dated as of July 29, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantors, certain other subsidiaries of CIT Group Inc. party thereto and the Collateral Agent for the Lenders and each Secured Party, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agent and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of the Obligations (the "Secured Obligations"), hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet Domain Names, service marks, certification marks, collective marks, logos, other source or business identifiers, all registrations and applications for any of the foregoing including:

(i) the registrations and applications referred to in Schedule 1 hereto;

- (ii) all extensions or renewals of any of the foregoing;
- (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; and
- (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

Notwithstanding anything to the contrary contained in the above paragraph, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Trademark Security Agreement and the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

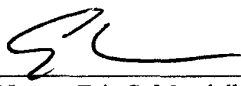
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

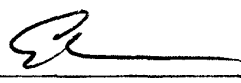
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

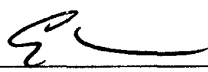
EDUCATION LOAN SERVICING
CORPORATION, as Grantor

By: 
Name: Eric S. Mandelbaum
Title: Senior Vice President & Secretary

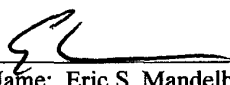
STUDENT LOAN XPRESS, INC.,
as Grantor

By: 
Name: Eric S. Mandelbaum
Title: Senior Vice President & Secretary

THE CIT GROUP/COMMERCIAL
SERVICES, INC., as Grantor

By: 
Name: Eric S. Mandelbaum
Title: Senior Vice President & Secretary

THE CIT GROUP/ CONSUMER FINANCE,
INC., as Grantor

By: 
Name: Eric S. Mandelbaum
Title: Senior Vice President & Secretary

[Signature page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BARCLAYS BANK PLC
as Collateral Agent

By 

Name
Title

Ann E. Sutton
Vice President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004040 FRAME: 0910

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Trademark	Jurisdiction	Registration Number	Registration Date
Education Loan Servicing Corporation	EDUCATION LOAN SERVICING (Word and Stylized)	USA	3231900	04/17/07
Student Loan Xpress, Inc.	EDUCATION LENDING GROUP, INC. & DESIGN	USA	2761035	09/09/03
Student Loan Xpress, Inc.	EDUCATION LENDING GROUP and Design with color claim to blue for "EDUCATION"	USA	3128226	08/08/06
Student Loan Xpress, Inc.	3 FOR FREE	USA	3096726	05/23/06
Student Loan Xpress, Inc.	BAR XPRESS	USA	3235841	05/01/07
Student Loan Xpress, Inc.	CAP & Design	USA	2796782	12/23/03
Student Loan Xpress, Inc.	CAP CONSOLIDATION ASSISTANCE PROGRAM & DESIGN	USA	2809824	02/03/04
Student Loan Xpress, Inc.	CAREER XPRESS	USA	3146674	09/19/06
Student Loan Xpress, Inc.	CHOOSE YOUR PARTNER	USA	2759694	09/02/03
Student Loan Xpress, Inc.	COMMUNITY COLLEGE XPRESS	USA	3294959	09/18/07
Student Loan Xpress, Inc.	EDUCATION FINANCE CENTER	USA	2883361	09/07/04
Student Loan Xpress, Inc.	FINANCIALAID.COM & Design	USA	3516463	10/14/08
Student Loan Xpress, Inc.	GRAD PARTNERS	USA	2707580	04/15/03
Student Loan Xpress, Inc.	GRAD XPRESS	USA	3175087	11/21/06
Student Loan Xpress, Inc.	HEALTH XPRESS	USA	3146673	09/19/06
Student Loan Xpress, Inc.	LEGAL XPRESS	USA	3175086	11/21/06
Student Loan Xpress, Inc.	LOWER PAYMENTS FOR HIGHER EDUCATION	USA	3443645	06/10/08
Student Loan Xpress, Inc.	RESIDENCY XPRESS	USA	3169685	11/07/06
Student Loan Xpress, Inc.	RIGHTRATE LOAN	USA	3091413	05/09/06
Student Loan Xpress, Inc.	SECOND LOOK	USA	2706465	04/15/03

Grantor	Trademark	Jurisdiction	Registration Number	Registration Date
Inc.				
Student Loan Xpress, Inc.	STUDENT LOAN XPERTS	USA	2946967	05/03/05
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS	USA	3176379	11/28/06
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS	USA	2667420	12/24/02
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS (Stylized)	USA	2905040	11/23/04
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS & DESIGN	USA	3357137	12/18/07
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS & Design	USA	2692905	03/04/03
Student Loan Xpress, Inc.	STUDENT LOAN XPRESSWAY	USA	3013998	11/08/05
Student Loan Xpress, Inc.	UNDERGRAD XPRESS	USA	3175088	11/21/06
Student Loan Xpress, Inc.	XPECT MORE	USA	3037691	01/03/06
Student Loan Xpress, Inc.	XTREME REWARDS	USA	2927883	02/22/05
The CIT Group/Commercial Services, Inc.	E-TAD ONLINE	USA	2917675	01/11/05
The CIT Group/Consumer Finance, Inc.	Lending Solutions For Brokers	USA	3,110,699	06/27/06